

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

3.1 Technical Standards for Private Line Services

Effective May 1, 2006, SBC Long Distance Private Line offered in Sections 3 and 4 of this Tariff will be limited to existing Customers and will no longer be available to new Customers. Current Private Line Customers may maintain their existing Service arrangement until their contract expires unless the Customer chooses to convert to a new "like" Service with another long distance Affiliate of Company. After May 1, 2006, moves or changes will be permitted on the Service according to the Customer's contract, provided the change is not treated as a "disconnect and a new order" as described in Sections 3.5.3.(C).2 and 3.5.3.(C).4 of this Tariff. Rates, terms, conditions and charges under existing term plan agreements will remain the same throughout the current term of Customer's agreement. At the end of the Customer's current term plan agreement, Customer may continue to maintain its existing Service arrangement on a monthly basis, at the Out of Term or one-year term rate (depending on Service), or migrate to a Service offered by another long distance Affiliate of Company. No moves (reconfiguration) to the existing Service arrangement will be permitted after the current term plan agreement expires. No new term plan renewals will be permitted. If Service is migrated to a service offered by another long distance Affiliate of Company prior to expiration of the Customer's current term plan agreement, Termination Liability Charges may apply as per Section 2.26 of this Tariff, unless otherwise specified.

3.1.1 General

Private Line Service is offered at speeds as described in Section 3 of this Tariff. The following technical standards for Private Line Services set forth objectives for the Company to follow. These technical standards do not create any warranties on the part of the Company unless expressly set forth in this Tariff. The technical standard represents the interface specification and performance parameters.

3.1.2 Interconnection Specifications

(A) DS1 Service

DS1 Service is provided in accordance with ANSI Standard T1.102 (formerly AT&T Compatibility Bulletin 119); T1.107 Digital Hierarchy-Formats Specifications; T1.403, DS1 Metallic Interface; and TR-NWT-000499, Transport Systems Generic Requirements: Common Requirements, Issue 4, Bellcore.

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3.1 Technical Standards for Private Line Services (continued)

3.1.2 Interconnection Specifications (continued)

(B) DS3 Service

DS3 Service is provided in accordance with ANSI Standard T1.102 (formerly AT&T Compatibility Bulletin 119); T1.107 Digital Hierarchy-Formats Specifications; T1.404, DS3 Metallic Interface; and TR-NWT-000499, Transport Systems Generic Requirements: Common Requirements, Issue 4, Bellcore.

(C) OC3 Service

OC3/OC3c Service is provided in accordance with ANSI Standard T1.105 Telecommunications Digital Hierarchy Optical Interface Rates and Formats Specifications; TR-NWT-000499, Transport Systems Generic Requirements: Common Requirements, Issue 4, Bellcore; and GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems; Common Generic Criteria, Issue 1, Bellcore.

OC3 Service is configured with three (3) separate STS-1 signaling paths, while OC3c Service is configured as one (1) STS-3c signaling path. (An STS-3c contains three concatenated STS-1 signaling paths, which results in a clear Channel payload of approximately 155 Mbps.)

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3.1 Technical Standards for Private Line Services (continued)

3.1.2 Interconnection Specifications (continued)

(D) OC12 Service

OC12/OC12c Service is provided in accordance with ANSI Standard T1.105 Telecommunications Digital Hierarchy Optical Interface Rates and Formats Specifications; TR-NWT-000499, Transport Systems Generic Requirements: Common Requirements, Issue 4, Bellcore; and GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems; Common Generic Criteria, Issue 1, Bellcore.

OC12 Service is configured with four (4) separate STS-3 signaling paths, while OC12c Service is configured as one (1) STS-12c signaling path. (An STS-12c contains four (4) concatenated STS-3 signaling paths, which results in a clear channel payload of approximately 622 Mbps.)

(E) OC48 Service

OC48/OC48c Service is provided in accordance with ANSI Standard T1.105 Telecommunications Digital Hierarchy Optical Interface Rates and Formats Specifications; TR-NWT-000499, Transport Systems Generic Requirements: Common Requirements, Issue 4, Bellcore; and GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems; Common Generic Criteria, Issue 1, Bellcore.

OC48 Service is configured with four (4) separate STS-12 signaling paths while OC48c Service is configured as one (1) STS-48c signaling path. (An STS-48c contains four (4) concatenated STS-12 signaling paths, which results in a clear channel payload of approximately 2.488 Gbps.)

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3.1 Technical Standards for Private Line Services (continued)

3.1.3 Baseline Technical Performance Objectives

(A) General

Objectives for DS1, DS3, OC3, OC12, and OC48 Service apply to the end-to-end Private Line Service where the Company acts as the agent for the provision of Local Access and exclude non-performance due to the circumstances listed in Section 2.18.1 of this Tariff or planned interruption for necessary maintenance purposes. When a Customer orders its own Local Access, then the objectives in this Tariff apply only to the Company-Provided components of the Circuit. Interexchange Service standards apply on a one-way basis between the originating and terminating Company-designated POP. The actual end to end (CPNIP to CPNIP) service availability and performance of the DS1, DS3, OC3, OC12, and OC48 will be combined function of the Local Access service and interexchange Service specifications. The actual end to end (CPNIP to CPNIP) service availability and performance of the DS1, DS3, OC3, OC12, and OC48 is a function of both services specified and may be affected by the type and quality of Customer-provided equipment, the application of service, and exogenous factors.

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3.1 Technical Standards for Private Line Services (continued)

3.1.3 Baseline Technical Performance Objectives (continued)

(A) General (continued)

A Service is interrupted (and may be eligible for claim) when it becomes unusable to the Customer due to lack of continuity. A Service interruption may be eligible for an out-of-service credit if the failure is (1) in the Company-Provided facilities or (2) in Local Access facilities where the Company acts as the Customer's agent for the provision of Local Access, and the reason for the failure is determined to have been caused by the Company or Third Party Vendor providing the facilities or access.

An interruption period starts when inoperative service is reported to the Company and is released for testing and repair. An interruption period ends when Service is operative and released to the Customer. Out-of-service credit allowance is available to the Customer for interrupted service.

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3.1 Technical Standards for Private Line Services (continued)

3.1.3 Baseline Technical Performance Objectives (continued)

(B) Availability

Availability or network availability is the measurement of the percent (%) of total time the Service is operative when measured over a monthly period. The performance objective for all Private Line Services is 99.999% at the network layer. The Service is considered non-available when the Customer reports the Service interruption to the Company and releases the circuit for testing. Network availability is not eligible for out-of-service credits but instead will be issued on a per incident basis per Section 3.2.4. of this Tariff.

(C) % Error Free Seconds, While Available

% EFS is measured at a point in time after the Customer has reported an issue to the Company. % EFS will be measured over a 24 hour time period agreed to by the Customer and Company. The performance objective for all Private Line Services is 99.9% % EFS is not eligible for out-of-service credits. If the testing results in the % EFS not meeting the stated objective and this condition is impacting Customer applications, the Customer has the option of releasing the circuit to the Company for testing.

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3.1 Technical Standards for Private Line Services (continued)

3.1.3 Baseline Technical Performance Objectives (continued)

(D) MTTR

MTTR is measured in terms of hours or time from the time the Service was released for test and repair to operability within accepted thresholds.

MTTR is the average time to restore Service. A Circuit will be accepted if all test results meet or are within the acceptance limits. The failed test will be repeated.

The MTTR parameter is an outage measurement cumulative on both a monthly basis. The MTTR objective is four (4) hours. MTTR is not eligible for out-of-service credits but instead will be issued on a per incident basis per Section 3.2.4. of this Tariff

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3.2 Out-of-Service Credits

3.2.1 General

- (A) Following the start of service date, if a Customer reports interruption of Service, the Customer may initiate a claim for an out-of-service credit.
- (B) Unless the Customer has cancelled Service, the credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoral of the interruption of Service. If the Customer has cancelled Service, the credit will be applied to the last invoice. Any excess over the amount due will be refunded to the Customer.
- (C) In any given billing month, the total amount of out-of-service credits cannot exceed 100% of the applicable monthly recurring charge(s) per affected Service.
- (D) For Private Line Service, the Company does not provide echo suppression. Voice transmission quality parameters are not necessarily coincident with data performance standards.

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3.2 Out-of-Service Credits (continued)

3.2.2 Interruption of Service

- (A) An out-of-service credit allowance is available to a Customer for interrupted Service. Service is interrupted (and may be eligible for claim) when it becomes unusable to the Customer because of a failure in Company-Provided facilities, a failure in Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access, or if the protective controls applied by the Company result in the complete loss of Service by the Customer.

An interruption period starts when inoperative Service is reported to the Company, and the Service is released to the Company or Company-designated Third Party Vendor for testing and repair. An interruption period ends when Service is operative and released to the Customer, and the Customer has accepted Service. If the Customer cannot be contacted for notification that the Service is operative, the trouble will be cleared awaiting contact with the Customer to verify Service is operative. The outage time for service credit calculations will not include this time.

Regardless of the number of Service interruptions within a billing period, credits for interrupted Service will not exceed 100% of the monthly rates of the affected Service that the Customer would have otherwise paid.

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3.2 Out-of-Service Credits (continued)

3.2.2 Interruption of Service (continued)

- (B) An out-of-service credit will not be given to a Customer if the interruption in Service is due to the negligence of the Customer or exogenous factors (outside the Company's or Third Party Vendor's control).
- (C) In order to permit the Company to make tests and adjustments appropriate for the maintenance of services within satisfactory operating parameters, Private Line Services provided herein shall be available to the Company at times mutually agreed upon between the Company and the Customer. Tests and adjustments shall be completed within a reasonable time. No out-of-service credit will be allowed for any interruptions involved during such tests and adjustments, or if the Customer does not release the Circuit to the Company.
- (D) The allowance for the period of interruption per affected Service is defined in Section 3.2.4 of this Tariff.

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3.2 Out-of-Service Credits (continued)

3.2.2 Interruption of Service (continued)

- (E) Outages must be determined by the Company to be in Company-Provided facilities or Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access.

3.2.3 Reserved for future use

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3.2 Out-of-Service Credits (continued)

3.2.4 Service Specific Credit Allowances

(A) DS1 Service

For DS1 Service, the credit allowance is equal to 1/1440 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges. No credit shall be allowed for an interruption of less than two (2) hours.

(B) DS3 Service

For DS3 Service, the credit allowance is equal to 1/30 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges. No credit shall be allowed for an interruption of less than two (2) hours.

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3.2 Out-of-Service Credits (continued)

3.2.4 Service Specific Credit Allowances (continued)

(C) OC3 Service

Credit(s) for an interruption of less than two (2) hours or the initial two (2) hours will be limited to 1/30 of all applicable billed elements of the affected Service.

For interruptions of greater than two (2) hours, the credit allowance is equal to 1/4 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges.

(D) OC12 Service

Credit(s) for an interruption of less than two (2) hours or the initial two (2) hours will be limited to 1/30 of all applicable billed elements of the affected service. For interruptions of greater than two (2) hours, the credit allowance is equal to 1/4 of all applicable billed elements of the affected service for each (and portion of) half hour, not to exceed the full monthly recurring charges.

(E) OC48 Service

Credit(s) for an interruption of less than two (2) hours or the initial two (2) hours will be limited to 1/30 of all applicable billed elements of the affected Service.

For interruptions of greater than two (2) hours, the credit allowance is equal to 1/4 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges.

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3.2 Out-of-Service Credits (continued)

3.2.4 Service Specific Credit Allowances (continued)

(F) Miscellaneous Installation Service Credits

An installation service credit equal to 20% of the installation charge will be granted for each day missed if the Company fails to meet the service order due date without cause or notice of mutual consent with the Customer. Credits are not to exceed the full non-recurring or installation charges. An exception to an installation service credit is service orders with an expedite status, where the requested due date is missed but the normal due date interval is met. Expedites are met on "a best effort" basis. Order expedite charges apply when a Customer requests a circuit due date that is earlier than the standard provisioning interval.

(G) Additional Labor Charge Credit

If the date and time for an event which triggers additional labor charges is missed without cause or notice of mutual consent of the Customer, then additional labor charges for the event will not be charged. If these additional labor charges were charged in advance, they will be credited on the Customer's next months' bill.

(H) Special Construction

There are no credits for special construction or other incurred non-recoverable costs.

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3.3 Mileage Measurements

3.3.1 The rate mileage for the IOC on a two-point Private Line Service is the airline distance measured between the Customer serving Wire Centers associated with each end of the Circuit.

3.3.2 Calculation of IOC Channel mileage between serving Wire Centers is based on V and H coordinates as obtained by reference to National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. The Airline Mileage between serving Wire Centers is calculated as follows:

The square root of:
$$\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}$$

Where V_1 and H_1 are the V and H coordinates of point 1 and V_2 and H_2 are the coordinates of point 2.

3.3.3 Fractions of a mile are rounded up to the next whole mile before rates are applied.

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3.4 Limitations on Service

- 3.4.1 For Customers that utilize Private Line Service for voice transmission, the Company does not provide echo suppression. Voice transmission quality parameters are not necessarily coincident with data transmission quality.

3.5 Application of Rates and Charges

3.5.1 General

The Base Rates for a particular Private Line Service are determined by the following criteria: (1) type of Private Line Service (i.e. DS1, DS3, OC3, OC12, OC48) and (2) length of the term plan commitment. Monthly recurring charges apply for each Private Line Service furnished by the Company. Non-recurring and one time charges may also apply. Circuit termination charges for Local Access are not included in this Tariff.

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3.5 Application of Rates and Charges (continued)

3.5.2 Monthly Recurring Charges

There are two rate elements used in calculating the monthly recurring charge for the IOC. They include a fixed monthly charge irrespective of distance and a per mile charge based on the distance between the Customer's serving Wire Centers where each end of the circuit is located.

(A) Fixed MRC

A fixed monthly charge applies. The monthly recurring rates may vary according to the length of term plan agreement.

(B) IOC - Per Mile

This rate element applies per digital Channel whenever there is mileage associated with the digital Channel. The unit rate is multiplied by the number of miles (interoffice miles) between the Customer serving Wire Centers where the endpoints of the Channel are located.

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3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge

(A) General

See Section 2.16.2 (B) for general rules and regulations regarding the Service Order Change Charge for Data Services. For Private Line Services, the Service Order Change Charge may apply to Service that has been ordered but not installed and accepted by the Customer and to Service that has been installed and accepted by the Customer.

(B) Change In Service Before Installation and Acceptance By Customer

- .1 If made prior to turn-up and acceptance of Service by the Customer, no charge applies for a Customer's request to change Service if re-engineering is not required. For example, no charge applies for changes in a Service Order made to change the length of a term plan or for administrative purposes such as change of name or change in billing address, contact name, or telephone number.
- .2 Unless otherwise indicated in this Tariff, the Service Order Change Charge applies when Services are re-engineered. Examples of changes which require re-engineering include but are not limited to changes in serving Wire Center, transmission speed, signaling, terminating equipment or Service rearrangements.

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3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continued)

(B) Change In Service Before Installation and Acceptance By Customer
(continued)

- .3 If the Customer requests a change of location or address in one or both of the original endpoints, the change is treated as a change order. If re-engineering is required, the Service Order Change Charge applies.
- .4 If the Customer requests a change in signaling or terminating equipment and re-engineering of the Service is required, the request is treated as a change order. The Service Order Change Charge applies.

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3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continued)

(C) Change In Service After Installation and Acceptance By Customer

- .1 No charge applies for a request to change Service for administrative purposes (e.g. change of name, billing address, etc.). A request to change the length of a term agreement plan is not considered an administrative change and a Service Order Change Charge may apply.
- .2 If the Customer requests a change in signaling or terminating equipment and re-engineering of the Service is required, the request is treated as a change order as long as the Service retains one of the two original endpoints, and there is no change in serving Wire Center (see Section 3.5.3 (C).4 of this Tariff); the Service Order Change Charge applies. Otherwise the request is treated as a disconnect and new order and installation and TLC charges apply.
- .3 If the Customer requests to change the location of both end points of the Circuit, the request is treated as a disconnect and new order. TLCs and installation charges apply.

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3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continued)

(C) Change In Service After Installation and Acceptance By Customer
(continued)

- .4 A Customer request to change the location of one point of the Circuit will be treated either as a change order or as a disconnect and new order depending on whether the change in location also results in a change in serving Wire Center. If the serving Wire Center remains the same, the change in location will be treated as a change order and a Service Order Change Charge will apply pursuant to section 3.5.3 (C).2 of this Tariff; TLCs do not apply. If the Customer requests to change the location of one point of the Circuit and the serving Wire Center changes, the changes will be treated as a disconnect and a new order and TLCs and installation charges apply.

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3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continued)

(C) Change In Service After Installation and Acceptance By Customer
(continued)

.5 Unless otherwise indicated in this Tariff, TLCs and installation charges apply when the Customer's request to change Service is treated as disconnect of Service and a new order.

.a If the Customer requests a change to upgrade the Bandwidth of Private Line Service to a higher Bandwidth and the length of the term plan is at least equal to the length of the original term plan agreement, TLCs do not apply.

.b If the Customer requests a change to upgrade the Bandwidth of Private Line Service to a higher Bandwidth and the length of the term plan is not at least equal to the length of the original term plan, the TLCs apply.

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3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continued)

(C) Change In Service After Installation and Acceptance By Customer
(continued)

.5 (continued)

.c If the Customer moves one location of a Circuit within the same serving Wire Center and the length of the term plan for the new Circuit is at least equal to or greater than the term for the disconnected Circuit, the TLC for the disconnected Circuit will not apply.

.6 Unless otherwise indicated in this Tariff, all other Customer requests for a change in Service which requires re-engineering will be treated as a disconnect and new order and TLCs and installation charges apply.

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3.5 Application of Rates and Charges (continued)

3.5.4 VIP Discount

Customers subscribing to any of the Company's intrastate Private Line, PRI-ISDN, DVA 6-Pack or DVA-12 Pack Services will automatically receive a volume discount per master account number for (1) all Private Line Service(s) IOCs and (2) PRI-ISDN Service(s), DVA 6-Pack, and DVA-12 Pack Ports associated with the Customer's master account number. Pass through charges are not eligible for a volume (VIP) discount on the master account. To determine the eligible monthly revenue, the Customer's base rate charges are totaled, regardless of application, Bandwidth or term commitment period, for all domestic (intrastate and interstate) Private Line Services and, if applicable, PRI-ISDN Services and/or DVA 6-Pack/DVA 12-Pack. This discount will be applied before the application of any other discount(s). The VIP discount will appear on the bill in the month in which the discount was earned. The VIP discount for the Private Line, PRI-ISDN, DVA 6-Pack, and DVA 12-Pack Services is calculated by multiplying the eligible monthly recurring revenues at the appropriate discount percent determined by spending threshold. The applicable discounts are as follows:

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3.5 Application of Rates and Charges (continued)

3.5.4 VIP Discount (continued)

Eligible Monthly Revenue	Discount
\$2,000	2%
\$5,000	3%
\$10,000	5%
\$15,000	7%
\$20,000	9%
\$25,000	11%
\$50,000	12%

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3.6 DS1 Service

3.6.1 This Service is a point-to-point InterLATA Private Line Service which consists of a DS1 (1.5444 Mbps.) capacity digital Channel available on a twenty-four (24) hour per day, seven (7) days per week basis. This Service is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer and provides for two-way simultaneous transmission of digital signals. Service is available as non-Channelized. Point-to-point IntraLATA Private Line Service is not available.

(A) Only point-to-point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple customer locations for the same Circuit identification/service) is not available.

(B) Local Access facilities may limit the performance specification that the Customer or End User can anticipate.

3.6.2 This Service is available to Business Customers that utilize Dedicated Access from the Customer Premises to the serving Wire Center.

3.6.3 Customers subscribing to DS1 Private Line Service may order Service by signing a term plan agreement for one (1), two (2), three (3) or five (5) years.

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3.6 DS1 Service (continued)

3.6.4 If the Customer signs a 5-year term plan agreement, the installation charge shown in Sections 4.1.1 (A) of this Tariff will be waived.

3.6.5 For rates and charges, see Section 4.1 of this Tariff for DS1 Service - Non-Channelized.

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3.7 DS3 Service

3.7.1 This Service consists of a DS3 (44.736 Mbps.) capacity digital Channel available on a twenty-four (24) hour per day, seven (7) days per week. This Service is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer and provides for two-way simultaneous transmission of digital signals. Service is offered as non-Channelized.

(A) DS3 Service is only offered if a fiber facility is available. Only InterLATA point-to-point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple customer locations for the same Circuit identification/service) is not available. Point-to-point IntraLATA Private Line Service is not available.

(B) Local Access facilities may limit the performance specification that the Customer or End User can anticipate.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

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3.7 DS3 Service (continued)

3.7.2 This Service is available to Business Customers that utilize Dedicated Access from the Customer Premises to the serving Wire Center.

3.7.3 Customers subscribing to DS3 Private Line Service must sign a term plan agreement for one (1), two (2), three (3) or five (5) years.

3.7.4 If the Customer signs a 5-year term plan agreement, the installation charge shown in Section 4.2.1 (A) of this Tariff will be waived.

3.7.5 For rates and charges, see Section 4.2 of this Tariff for DS3 Service - Non-Channelized.

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3.8 OC3 Service

3.8.1 This Service consists of a OC3 (155.52 Mbps.) capacity digital Channel available on a twenty-four (24) hour per day, seven (7) days per week. This Service is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer and provides for two-way simultaneous transmission of digital signals. Service is offered as non-Channelized.

(A) OC3 Service is only offered if a fiber facility is available. Only InterLATA point-to-point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple customer locations for the same Circuit identification/service) is not available. Point-to-point IntraLATA Private Line Service is not available.

(B) Local Access facilities may limit the performance specification that the Customer or End User can anticipate.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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3.8 OC3 Service (continued)

3.8.2 This Service is available to Business Customers that utilize Dedicated Access from the Customer Premises to the serving Wire Center and sign a term plan agreement for one (1), two (2), three (3) or five (5) years.

3.8.3 If the Customer signs a 5-year term plan agreement, the installation charge shown in Section 4.3.1 (A) of this Tariff will be waived.

3.8.4 For rates and charges, see Section 4.3 of this Tariff for OC3 Service - Non-Channelized.

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3.9 OC12 Service

3.9.1 This Service consists of a OC12 (622.08 Mbps.) capacity digital Channel available on a twenty-four (24) hour per day, seven (7) days per week. This Service is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer and provides for two-way simultaneous transmission of digital signals. Service is offered as non-Channelized.

- (A) OC12 Service is only offered if a fiber facility is available. Only InterLATA point-to-point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple customer locations for the same Circuit identification/service) is not available. Point-to-point IntraLATA Private Line Service is not available.
- (B) Local Access facilities may limit the performance specification that the Customer or End User can anticipate.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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3.9 OC12 Service (continued)

3.9.2 This Service is available to Business Customers that utilize Dedicated Access from the Customer Premises to the serving Wire Center and sign a term plan agreement for one (1), two (2), three (3) or five (5) years.

3.9.3 If the Customer signs a 5-year term plan agreement, the installation charge shown in Section 4.4.1 (A) of this Tariff will be waived.

3.9.4 For rates and charges, see Section 4.4 of this Tariff for OC12 Service - Non-Channelized.

3.10 OC48 Service

3.10.1 This Service consists of an OC48 (2.488 Gbps) capacity digital Channel available twenty-four (24) hours per day, seven (7) days per week.

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(A) OC48 Service is offered on an ICB basis only, and only where a fiber facility is available. Only interLATA point to point Service (one Customer Premises to another Customer Premises) is available. Multi-point Service (multiple Customer locations for the same Circuit identification/Service) is not available. Point to point intraLATA Private Line Service is not available.

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(B) For rates and charges see Section 4.5 Service, of this Tariff.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES¹

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4.1 DS1 Service

4.1.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

Rate Element	Charge Per DS1				
	Out of Term	1 Year Term Plan	2 Year Term Plan	3 Year Term Plan	5 Year Term Plan
Installation Charge	\$1,000	\$700	\$700	\$500	\$0
Service Order Change Charge	\$325	\$325	\$325	\$325	\$325
Service Order Cancellation Charge	\$500	\$500	\$500	\$500	\$500

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SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES¹

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4.1 DS1 Service (continued)

4.1.1 Non-Channelized (continued)

(B) Monthly Recurring Charge - Fixed

	Fixed Monthly Recurring Charges				
	Out of Term	1 Year Term Plan	2 Year Term Plan	3 Year Term Plan	5 Year Term Plan
Per Circuit	\$850	\$775	\$750	\$720	\$675

(C) Interoffice Channel Charge - Per Mile

The per mile interoffice Channel charge is as follows:

	Per Mile Charge				
	Out of Term	1 Year Term Plan	2 Year Term Plan	3 Year Term Plan	5 Year Term Plan
Per Mile	\$3.25	\$2.35	\$2.30	\$2.25	\$2.20

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SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES¹

C

4.2 DS3 Service

4.2.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

	Charge Per DS3			
Rate Element	1 Year Term Plan	2 Year Term Plan	3 Year Term Plan	5 Year Term Plan
Installation Charge	\$1,600	\$1,600	\$1,000	\$0
Service Order Change Charge	\$525	\$525	\$525	\$525
Service Order Cancellation Charge	\$1,000	\$1,000	\$1,000	\$1,000

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SECTION 4 - PRIVATE LINE SERVICES RATES AND CHARGES¹

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4.2 DS3 Service (continued)

4.2.1 Non-Channelized (continued)

(B) Monthly Recurring Charge - Fixed

	Fixed Monthly Recurring Charges			
	1 Year Term Plan	2 Year Term Plan	3 Year Term Plan	5 Year Term Plan
Per Circuit	\$7,000	\$6,000	\$4,750	\$3,500

(C) Interoffice Channel Charge - Per Mile

The per mile interoffice Channel charge is as follows:

	Per Mile Charge			
	1 Year Term Plan	2 Year Term Plan	3 Year Term Plan	5 Year Term Plan
Per mile	\$25.00	\$24.75	\$24.50	\$22.50

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4.3 OC3 Service

4.3.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

	Charge Per OC3			
Rate Element	1 Year Term Plan	2 Year Term Plan	3 Year Term Plan	5 Year Term Plan
Installation Charge	\$3,000	\$3,000	\$2,500	\$0
Service Order Change Charge	\$2,500	\$2,500	\$2,500	\$2,500
Service Order Cancellation Charge	\$2,500	\$2,500	\$2,500	\$2,500

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4.3 OC3 Service (continued)

4.3.1 Non-Channelized (continued)

(B) Monthly Recurring Charge - Fixed

	Fixed Monthly Recurring Charges			
	1 Year Term Plan	2 Year Term Plan	3 Year Term Plan	5 Year Term Plan
Per Circuit	ICB	ICB	ICB	ICB

(C) Interoffice Channel Charge - Per Mile

The per mile interoffice Channel charge is as follows:

	Per Mile Charge			
	1 Year Term Plan	2 Year Term Plan	3 Year Term Plan	5 Year Term Plan
Per Mile	ICB	ICB	ICB	ICB

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4.4 OC12 Service

4.4.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

	Charge Per OC12			
Rate Element	1 Year Term Plan	2 Year Term Plan	3 Year Term Plan	5 Year Term Plan
Installation Charge	\$4,000	\$4,000	\$3,500	\$0
Service Order Change Charge	\$4,000	\$4,000	\$4,000	\$4,000
Service Order Cancellation Charge	\$3,500	\$3,500	\$3,500	\$3,500

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4.4 OC12 Service (continued)

4.4.1 Non-Channelized (continued)

(B) Monthly Recurring Charge - Fixed

	Fixed Monthly Recurring Charges			
	1 Year Term Plan	2 Year Term Plan	3 Year Term Plan	5 Year Term Plan
Per Circuit	ICB	ICB	ICB	ICB

(C) Interoffice Channel Charge - Per Mile

The per mile interoffice Channel charge is as follows:

	Per Mile Charge			
	1 Year Term Plan	2 Year Term Plan	3 Year Term Plan	5 Year Term Plan
Per Mile	ICB	ICB	ICB	ICB

4.5 OC48 Service

OC48 Service and rates are available on an ICB basis only.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service

5.1.1 Description

- (A) This Service is a packet data service, accessible at speeds of up to 40 Mbps for NNI ports, which provides Customers with a capability to connect locations via PVCs for data transmission. Customers may subscribe to term plans for one, three, or five years for UNI or NNI ports.
- (B) This Service, comprised of three components, allows Customer-compatible applications and/or equipment to connect to the FRS network. The three components are local loop access, UNI Port options, and PVCs.
 - .1 The local loop access to the FRS network is through DS0 or DS1 digital Access Lines and is provided by a Local Access Provider. Recurring, non-recurring, and one time charges associated with the local loop access are not provided in this Tariff.
 - .2 The FRS Port options allow access to the FRS network.
 - .3 PVCs provide a connection oriented transmission Channel from source to destination. PVCs are defined by DLCIs which identify address information and route the framed data. Multiple virtual connections can be established over a single digital transmission facility and single port.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.1 Description (continued)

(B) (continued)

Each individual access link and Frame Relay Port can be shared with traffic to multiple designations.

(C) The DLCIs are established at the time of Service subscription at Customer specified end points making a PVC. The FRS network will only transmit data between authorized DLCIs. Each PVC has a pre-assigned CIR and a Burst Rate. This provides Bandwidth sharing and Bandwidth on demand capabilities.

(D) At Service subscription, the CIR and the Burst Rate must be specified for each PVC ordered.

(E) For FRS the following installation intervals apply:

Access Speed	Standard Installation Interval (Business Days)
up to and including 1.536 Mbps	45
greater than 1.536 Mbps	ICB

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.2 Access

(A) Access to Domestic Frame Relay Service can be made using one of the following methods provided by a Local Access Provider. For each access facility used, one port is required for access to FRS. For each port used, the speed selected must be equal to or greater than the CIR for each PVC connected to the port.

- DS0 digital private line inter-office service at speeds of 56 or 64 Kbps.
- DS1 digital access (including subrate DS1 port options).

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.3 Permanent Virtual Circuits

- (A) A PVC is a logical Customer-dedicated communications path defined between two Port connections. Each PVC is assigned a CIR which is the average minimum data rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can be greater than the CIR when excess capacity is available on the Port and on the network. When this excess capacity exists, a data rate above the CIR may be achieved up to the Port capacity. Data sent across a virtual connection in excess of that connection's CIR will be marked by the network as being discard eligible (DE) in the event of network congestion and will be delivered only if the instantaneous demand for output on a transmission Channel is equal to or less than the capacity of the queue for that Channel.
- (B) PVCs are duplex (two-way).
- (C) Each PVC is subject to a minimum charge equal to the charge for one month's service.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.4 Basic Features

- (A) Customers predefine the locations/lines authorized to exchange data. The Company uses this information to assign and administer the DLCIs and PVCs.
- (B) The CIR and Burst Rate will be negotiated with each Customer at the time the Customer subscribes to the Company's Service. These rates will be based on Port termination speeds and the number of PVCs per Port ordered by the Customer.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.5 Application of Rates and Charges

(A) Port Charges

.1 Non-recurring Charges

A non-recurring charge will be assessed for installation, change, and/or expedited Service order.

.2 Monthly Recurring Charges

- .a The monthly recurring charges apply per Port. The charges are determined based upon the Port speed. The monthly recurring rates may vary according to the length of term plan agreement.

(B) PVC Per Cumulative CIR

A monthly recurring charge applies per Kbps increment or fraction thereof based on the type of access and data transmission rate.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.5 Application of Rates and Charges (continued)

(C) Domestic Volume Incentive Plan (VIP) Discount

Customers subscribing to any of the Company's Domestic Frame Relay Service(s) will automatically receive a volume discount per master account number for all Domestic Frame Relay Service(s) associated with the Customer's master account number. This discount will be based on the Customer's total monthly billed Domestic Frame Relay Service revenue (intrastate and interstate) for monthly recurring charges only . This discount will be applied before the application of any other discount(s). The discount will appear on the bill in the month in which the discount was earned. The applicable discounts are as follows:

Eligible Monthly Revenue	Discount
\$2,000	7%
\$5,000	10%
\$10,000	14%
\$25,000	16%
\$50,000	20%
\$100,000	25%

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.6 Service Level Credits

The following table identifies the individual metrics and values for Frame Relay Service.

Metric	Value
POP to POP Availability	99.95% per calendar year, not to be less than 99.9% in any month
Mean Time to Repair	4 hours on a rolling month average
Data Delivery Rate	99.95% of DE=O frames when PVC is active
Network Latency (One-Way)	75 milliseconds

To obtain a service level credit, the Customer must report the service problem to the Company's Customer Care Department or other location designated by the Company.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.6 Service Level Credits (continued)

The following table identifies credits to be refunded to the Customer when the data metrics as specified above exceeds the specified values.

Data Metric Exceeding Specified Value	Credit for that Portion of the Network Not in Compliance
1 or more service metrics exceeding specified value for 2 consecutive months	10% of Monthly Recurring Charge
2 or more service metrics exceeding specified value for 3 consecutive months	15% of Monthly Recurring Charge
2 or more service metrics exceeding specified value for 4 consecutive months	25% of Monthly Recurring Charge
2 or more service metrics exceeding specified value for 5 consecutive months	30% of Monthly Recurring Charge
2 or more service metrics exceeding specified value for 6 consecutive months	50% of Monthly Recurring Charge plus waiver of termination liabilities

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.6 Service Level Credits (continued)

Unless the Customer has canceled Service, the service level credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoral of the interruption of Service. If the Customer has canceled Service, the credit will be applied to the last invoice and only the excess over the amount due will be refunded to the Customer. In no event will the total of the Service Level Credit and the Service Outage Credit exceed the monthly recurring charge for the Port, Access Gateway, or applicable PVCs.

5.1.7 Quality Standards

Frame Relay Service complies with both the ITU and ANSI standards.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.8 Frame Relay to ATM Interworking (FRATM)

Frame Relay to ATM Interworking (FRATM) allows Customers with existing Frame Relay networks, an easy migration to the ATM network, while maintaining existing Frame Relay locations. It also allows Customers to have a cost effective network solution allowing the integration of many remote low speed sites to communicate with a larger service center ATM site, usually a data center.

Pricing of the Permanent Virtual Circuits between a Frame Relay location and an ATM location, will consist of current Frame Relay and ATM rates. PVC Committed Information Rate between 4 Kbps and 1024 Kbps will be priced using the Frame Relay rate table. PVC CIR of 1 Mbps or greater will be priced as an ATM PVC ICB rate.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Domestic Frame Relay Service (continued)

5.1.9 Availability

Effective January 1, 2003, Domestic Frame Relay Service offered in Section 5.1 of this tariff is limited to existing locations for existing Customers. After January 1, 2003, the Domestic Frame Relay Service offered in Section 5.1 will no longer be available to new Customers and will not be available in new locations. Moves within the same building and the addition of PVCs, purchased from this Section 5.1 of the Tariff and assigned to existing locations, will be allowed until the Customer's Term Plan Agreement expires. Any other changes to the Service arrangements provided under Term Plan Agreements will require the Customer to convert to National Frame Relay Service offered in Section 5.2 of this Tariff. Existing Customers may purchase National Frame Relay Service offered in Section 5.2 in addition to their existing Domestic Frame Relay Service. After January 1, 2003, any changes to Service provided on an out of term basis, including but not limited to moves within the same building and the addition of PVCs, will require the Customer to convert to National Frame Relay Service offered in Section 5.2 of this Tariff.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM)

5.2.1 Description

SBC PremierSERVSM Frame Relay Service is a public, metropolitan, and wide-area data Service that provides high throughput and low delay. It utilizes advanced packet switching technology and highly reliable digital transmission facilities to provide the performance of leased lines and the flexibility and connectivity features of Local Area Networks (LANs) in an efficient, economical data delivery service.

SBC PremierSERVSM Asynchronous Transfer Mode (NATM) Service is a high-speed, packet switched transport service that combines disparate applications, from separate locations, using a common network access device and physical network connection. SBC PremierSERVSM ATM Service can allow management of a single network that is easier and less expensive than managing multiple networks. SBC PremierSERVSM ATM Service uses multiple connections over a single line and reduces the number of physical interfaces required.

The Company's SBC PremierSERVSM Frame Relay and SBC PremierSERVSM ATM products combine long distance components of the Company-Provided network.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (continued)

5.2.1 Description (continued)

(A) Both Services, each comprised of three components, allow Customer-compatible applications and/or equipment to connect to the Company-Provided network. The three components are Ports, Access, and PVCs.

.1 Ports allow connectivity to the Company-Provided network.

.2 The Access component is available with each Port.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (continued)

5.2.1 Description (continued)

(A) (continued)

.3 PVCs provide a connection between two Ports on the network. Multiple virtual connections can be established over a single digital transmission facility and single Port.

.a NATM uses two (2) different types of PVCs called:

(i) Virtual Channel Connections (VCCs)

A VCC is an individual point-to-point virtual connection carrying one application.

(ii) Virtual Path Connections (VPCs)

VPCs provide connections between Ports. A VPC is a collection of VCCs that are routed together as one unit end-to-end through the network.

.4 Each Port and Access can communicate with multiple destinations using multiple PVC types.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (continued)

5.2.1 Description (continued)

- (B) Access to SBC PremierSERVSM Frame Relay and ATM Services can be made using one of the following methods provided by a Local Access Provider. For each Access facility used, one Port is required for access to the Company's network. For each Port used, the speed selected must be equal to or greater than the CIR for each PVC/VCC/VPC connected to the Port.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (Continued)

5.2.2 Permanent Virtual Circuits (PVC)

- (A) A PVC is a logical path defined between two Port connections. Each PVC is assigned a CIR which is the average minimum data rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can be greater than the CIR when excess capacity is available on the Port and on the network. When this excess capacity exists, a data rate above the CIR may be achieved up to the Port capacity. Data sent across a virtual connection in excess of that connection's CIR will be marked by the network as being DE in the event of network congestion and will be delivered only if Bandwidth is available.
- (B) PVCs are duplex (two-way) unless otherwise noted.
- (C) Customer may purchase PVCs within a LATA or InterLATA (those that cross LATA boundaries).
- (D) At NFR Service subscription, the CIR must be specified for each PVC ordered.
 - .1 CIR is only used with FRS.
 - .2 Peak Information Rate (PIR) and Sustained Information Rate (SIR) are terms used when referring to ATM VCC/VPC speeds. PIR applies to the CBR QoS and the UBR QoS, and SIR applies to the VBRrt QoS and the VBRnrt QoS.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (Continued)

5.2.2 Permanent Virtual Circuits (PVC) (Continued)

(E) The SBC PremierSERVSM Frame Relay service will offer two types of quality of Service (QoS) PVCs:

.1 Standard

Standard QoS provides best-effort QoS over the network.

.2 Priority

The Priority PVCs category offers a better than best-effort QoS with low delay for small, fixed length packets. Example: Standard Network Available traffic.

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5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (Continued)

5.2.2 Permanent Virtual Circuits (PVC) (Continued)

N

(F) The SBC PremierSERVSM ATM service offers four types of quality of service: (QoS) PVCs:

.1 Constant Bit Rate (CBR)

CBR is the highest priority traffic on the network. CBR is designed for applications that are real-time and delay-sensitive, like voice and video.

.2 Variable Bit Rate – real time (VBRrt)

VBRrt supports traffic for applications where low cell deviation is required. Such applications could include packet voice and video that can tolerate some delay.

.3 Variable Bit Rate – non real time (VBRnrt)

VBRnrt is designed for bursty traffic like e-mail, file transfer, and LAN to LAN traffic.

.4 Unspecified Bit Rate (UBR)

UBR is a "best effort" class of service for non-critical, delay-tolerant applications.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (continued)

5.2.2 Permanent Virtual Circuits (PVC) (continued)

(G) The NFR and NATM offers two backup options:

- .1 Alternate Routing (always-on)
- .2 Disaster Recovery (typically to a 3rd party) PVCs in the event of an outage at the Customer's primary location. The disaster recovery or alternate routing site must also be served by an active Frame Relay or ATM Port and Access. A Disaster Recovery PVC is set to a disabled mode until the Customer requests its activation due to a disaster occurrence. The Customer must contact Company to again disable the PVC upon restoration of the primary location.
 - .a Disaster Recovery Testing: Customers with disaster recovery connections can receive up to two tests at no extra charge. If a Customer requests that a disaster recovery connection be tested more than twice, then each additional test will be billed to the Customer using the after hour labor charge as set forth in Section 7.5 of this Tariff.

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5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (continued)

5.2.2 Permanent Virtual Circuits (PVC) (continued)

- (H) The SBC PremierSERVSM ATM Service offers a Frame Relay to ATM interconnection for Customers that have a combination of both network topologies. A FRATM VCC connection is required between the Frame and ATM Ports. A FRATM VCC is available as VBRnrt QoS or VBRrt QoS (Priority FRATM).
- (I) Each PVC is subject to a minimum charge equal to the charge for one month's Service.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (Continued)

5.2.3 Basic Features

- (A) Customers predefine the PVCs and their destinations. The Company uses this information to assign and administer the PVCs. CIR is only used with Frame Relay Service. Peak Information Rate (PIR) and Sustained Information Rate (SIR) are terms used when referring to ATM VCC/VPC speeds. PIR applies to the CBR QoS and the UBR QoS and SIR applies to the VBRrt QoS and the VBRnrt QoS.
- (B) The CIR will be negotiated with each Customer at the time the Customer subscribes to the Company's Service. These rates will be based upon the CIR value of each PVC ordered by the Customer.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (Continued)

5.2.4 Application of Rates and Charges

(A) Non-recurring Charges

A non-recurring charge will be addressed for installation, change and/or expedited Service order for UNI Port Only; NNI Port Only; PVC per CIR.

(B) Monthly Recurring Charges

.1 UNI Port Only

The monthly recurring charges are applied per UNI Port based upon the UNI Port speed. The monthly recurring charges may vary according to the length of term plan agreement.

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5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (Continued)

5.2.4 Application of Rates and Charges (Continued)

(B) Monthly Recurring Charges (Continued)

.2 Reserved for future Use

.3 NNI Port Only

The monthly recurring charges are applied per NNI Port based upon the NNI Port speed. The monthly recurring charges may vary according to the length of term plan agreement.

.4 Reserved for future use

.5 PVC Per CIR

The monthly recurring charge is applied based on the PVC type, QoS, the of access, and data transmission rate.

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5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (Continued)

5.2.4 Application of Rates and Charges (Continued)

(C) Volume Incentive Plan (VIP) Discount for SBC PremierSERVSM

Customers subscribing to any of the Company's SBC PremierSERVSM Frame Relay and/or SBC PremierSERVSM ATM Services will automatically receive a volume discount per master account number for all SBC PremierSERVSM Frame Relay and SBC PremierSERVSM ATM Service(s) associated with the Customer's master account number. This discount will be based on the Customer's total monthly billed SBC PremierSERVSM Frame Relay Service revenue (intrastate and interstate) and SBC PremierSERVSM ATM Service for monthly recurring charges only. This discount will be applied after any other discount(s). The discount will appear on the bill in the month in which the discount was earned. The applicable discounts are as follows:

Eligible Monthly Revenue	Discount
\$2,000	5%
\$5,000	7%
\$10,000	9%
\$15,000	11%
\$20,000	13%

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5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (Continued)

5.2.4 Application of Rates and Charges (Continued)

(D) Out of Term Rates

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Rates, upon expiration of Term Plan Agreements or other contracts revert to the Out of Term rates as described in Sections 6.2 of this Tariff.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (Continued)

5.2.5 Standard Service Level Agreement (SLAs)

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(A) Standard Level SLAs

- .1 The following table identifies the individual metrics and values for SBC PremierSERVSM Frame Relay and ATM Service.

Metric	Value
Standard Network Availability	99.99% for any given calendar month. Calculated as the percentage of time that the Frame Relay PVCs and/or ATM VPC/VCCs are capable of accepting and delivering Customer data from Port Interface to Network Interface, including the Access, for the total time in the measurement period, which shall be any given calendar month.
Standard Time to Repair (TTR)	Within 4 hours per occurrence; 8 hours if technician dispatch is required.

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5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (Continued)

5.2.5 Standard Service Level Agreement (SLAs) (Continued)

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(A) Standard Level SLAs (Continued)

.1 (Continued)

Metric	Value
Standard Cell/Frame Delivery Ratio	99.99% Frame Relay PVC or ATM CBR, VBRnrt, VBRrt VPC/VCC or FRATM VCC. Calculated as the percentage of Frames or cells offered (ingress) to the network that successfully egress the network from ingress Port to egress Port, edge-to-edge, within the Committed Information Rate (CIR) or Sustained Information Rate (SIR), for the total time in the measurement period, which shall be in any given calendar month.
Standard Time To Provision (TTP)	Due date shown on the Firm Order Confirmation (FOC).

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5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (Continued)

5.2.5 Standard Service Level Agreement (SLAs) (Continued)

T

(A) Standard Level SLAs (Continued)

.1 (Continued)

Metric	Value
Standard Network Latency	<p>All long haul Frame Relay PVCs and all long haul ATM, VBRrt, VBRnrt, VPC/VCCs and FRATM VCCs are guaranteed from ingress to egress Port, for 100 milliseconds round trip average per VPC/VCC/PVC for the total time in the measurement period, which shall be any given calendar month.</p> <p>All long haul CBR are guaranteed from ingress to egress Port, for 100 milliseconds round trip average per VPC/VCC/PVC for the total time in the measurement period, which shall be any given calendar month.</p>

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5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued)

T

(A) Standard Level SLAs (continued)

.2 Standard SLA Terms and Conditions:

- .a Customer is responsible for notifying Company and requesting a Standard SLA credit when a specific Standard SLA is below the guaranteed level as specified above.
- .b Customer must request a Standard SLA credit within forty-five (45) calendar days from the end of the calendar month when the Standard SLA failure occurred or the date of occurrence for TTR or TTP failure.
- .c The Company has thirty (30) calendar days to restore standard latency, and cell/frame delivery ratio to within the SLA committed level before the Customer is eligible for a credit. If the Company restores Service within the SLA committed level during the 30-day calendar period, the Customer will not be entitled to a credit.

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5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued)

T

(A) Standard Level SLAs (continued)

.2 Standard SLA Terms and Conditions: (continued)

- .d Standard latency and cell/frame delivery ratio are measured edge-to-edge (ingress and egress port) as an average per PVC/VPC/VCC over a calendar month period.
- .e Standard TTR and TTP are measured on a per occurrence basis.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued)

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(A) Standard Level SLAs (continued) (continued)

.2 Standard SLA Terms and Conditions: (continued)

.f Standard Network Availability is measured as follows:

.1 If Customer's entire network consists of Port and Access provided by Company and its affiliates at all Customer locations, then Network Availability is based on PVC/VPC/VCC, measured from Network Interface to Network Interface.

.2 If Customer purchased Port only from Company, then Network Availability is based on PVC/VPC/VCCs measured from ingress switch Port to egress switch Port.

.g Standard network availability, latency, cell/frame delivery ratio credit claims require trouble tickets to be opened during the calendar month of failure.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued)

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(A) Standard Level SLAs (continued) (continued)

.2 Standard SLA Terms and Conditions: (continued)

- .h Network availability and TTR outage time are calculated only on the basis of trouble tickets reported by the Customer.
- .i Company guarantees its SBC PremierSERVSM Frame Relay Standard Service Level Agreements (SLAs) based on a reference packet size. The recommended Frame Relay octet (byte) count is 128 octets per frame. The Customer premises equipment controls the setting.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued)

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(A) Standard Level SLAs (continued)

.2 Standard SLA Terms and Conditions: (continued)

- .j The total amount of the service credit Customer receives for any Port or PVC for any month shall not exceed 100% of the monthly recurring charge associated with the Port or PVC/VPC/VCCs.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued)

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(A) Standard Level SLAs (continued)

.2 Standard SLA Terms and Conditions: (continued)

- .j The total amount of the service credit Customer receives for any Port or PVC for any month shall not exceed 100% of the monthly recurring charge associated with the Port or PVC/VPC/VCCs.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued)

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(A) Standard Level SLAs (continued)

- .3 The following table identifies credits to be refunded to the Customer when the data metrics as specified above exceeds the specified values.

Data Metric Exceeding Specified Value	Credit for that Portion of the Network Not in Compliance
Standard Network Availability	Upon verification by the Company that the actual monthly average network availability was below the committed level, the Customer will be eligible to receive a service credit equal to 10% of the monthly recurring charge for all affected Ports and VPC/VCC/PVCs.
Standard Cell/Frame Delivery Ratio	Upon verification by the Company that the actual average monthly cell/frame delivery ratio for a VPC/VCC/PVC was less than the committed level, the Company has a thirty (30) calendar day cure period to correct the problem. If after thirty (30) calendar days the standard cell/frame delivery ratio is still below the committed level, the Customer will be eligible to receive a service credit equal to 50% of the monthly recurring charge for the affected Ports and VPC/VCC/PVCs.

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5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued)

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(A) Standard Level SLAs (continued)

.3 (continued)

Data Metric Exceeding Specified Value	Credit for that Portion of the Network Not in Compliance
Standard Latency	Upon verification by the Company that the actual average monthly delay for a VPC/VCC/PVC was greater than the committed level, then the Company has thirty (30) calendar days to correct the problem. If after thirty (30) calendar days the delay is still greater than the committed level, the Customer can request a service credit equal to 50% of the monthly recurring charge for the affected VPC/VCC/PVCs and Ports.
Standard Time To Provision (TTP)	Upon verification by the Company that the due date was missed, the Customer will be provided a service credit equal to 100% of the monthly recurring charge for all affected ports and/or PVCs.
Standard Time To Repair (TTR)	Upon Customer reporting and verification by the Company that the actual repair level was below the committed level, the Customer will be provided a service credit equal to 50% of the monthly recurring charge those Ports and/or PVCs.

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5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued)

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(A) Standard Level SLAs (continued)

.4 Except as specifically indicated below, the following will be excluded from any determination of cell/frame delivery ratio, latency, and network availability, TTR and TTP:

.a Force majeure events;

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.b Data lost during Company's scheduled maintenance window;

.c Data exceeding the subscribed Committed Information Rate (CIR) for Frame Relay PVCs or the Sustained Information Rate (SIR) for CBR, VBRrt, VBRnrt, VPC/VCCs or FRATM VCCs;

.d Failures attributed to facilities or equipment provided by another party of the Customer or inaccurate network specifications requested by Customer;

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued)

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(A) Standard Level SLAs (continued)

.4 (continued)

- .e Access link failures; (except for network availability or TTR)
- .f Customer "no access" time as defined below:
 - .i Customer not available;
 - .ii coordinated vendor meeting;
 - .iii abeyance on Customer request;
 - .iv after hours testing because no Customer daytime release; or
 - .v tickets referred to another party.
- .g UBR Quality of Service and ATM Host Link Service are excluded from standard latency and cell/frame delivery ratio guarantees.
- .h Due dates missed or rescheduled at Customer's request.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued)

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(A) Standard Level SLAs (continued)

- .5 Unless the Customer has canceled Service, the service level credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoration of the interruption of Service. If the Customer has canceled Service, the credit will be applied to the last invoice and only the excess over the amount due will be refunded to the Customer. In no event will the total of the service level credit and the service outage credit exceed the monthly recurring charge for the Port(s) or applicable VPC/VCC/PVC(s).

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5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM
Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued)

(B) Reserved for future use.

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5.2 SBC PremierSERVSM Frame Relay Service (NFR) and SBC PremierSERVSM ATM Service (NATM) (Continued)

5.2.6 Quality Standards

SBC PremierSERVSM Frame Relay and ATM Service comply with both the ITU and ANSI standards.

5.2.7 SBC PremierSERVSM Frame Relay to ATM Interworking (FRATM)

SBC PremierSERVSM Frame Relay to ATM Interworking (FRATM) allows customers with existing Frame Relay networks, an easy migration to the ATM network, while maintaining existing Frame Relay locations. It also allows customers to have a cost effective network solution allowing the integration of many remote low speed sites to communicate with a larger service center ATM site, usually a data center.

Pricing of the Permanent Virtual Circuits (PVCs), between a Frame Relay location and an ATM location, will be accomplished through the use of a FRATM VCC.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.3 Domestic ATM/Cell Relay Service

Domestic ATM/Cell Relay Service is a high speed digital data Service utilizing cell-switching technology. Access speeds range from DS1 (1.544 Mbps) to OC12 (622 Mbps). Intrastate ATM/Cell Relay Service will be provided on an individual case basis.

Effective January 1, 2003, Domestic ATM/Cell Relay Service offered in Section 5.3 of this Tariff is limited to existing locations for existing Customers. After January 1, 2003, the Domestic ATM/Cell Relay Service offered in Section 5.3 of this Tariff will no longer be available to new Customers and will not be available to existing Customers at new locations. Moves within the same building and the addition of PVCs, purchased from this Section 5.1 of the Tariff and assigned to existing locations, will be allowed until the Customer's Term Plan Agreement expires. Any other changes to the Service arrangements provided under Term Plan Agreements will require the Customer to convert to SBC PremierSERVSM ATM Service-offered in Section 5.2 of this Tariff. Existing Customers may purchase SBC PremierSERVSM ATM Service offered in Section 5.2 in addition to their existing ATM/Cell Relay Service. After January 1, 2003, any changes to Service provided on an out of term basis, including but not limited to moves within the same building and the addition of PVCs, will require the Customer to convert to SBC PremierSERVSM ATM Service offered in Section 5.2 of this Tariff.

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5.4 Reserved for future use

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.5 Other Specialized Communications Services

5.5.1 Primary Rate Interface - Integrated Services Digital Network

(A) General Description

PRI-ISDN provides high-speed end-to-end digital service with out-of-band signaling. Service is available to Business Customers with a 1-year, 3-year or 5-year term plan agreement. Each PRI-ISDN utilizes a 1.544 Mbps facility and is assigned a PRI-Port to carry Company-Provided dedicated voice services, either dedicated toll free services and/or dedicated outbound (1+) services. Company-Provided dedicated toll free and dedicated outbound (1+) services are separately offered services and their charges are not included in the PRI-ISDN rates and charges.

PRI-ISDN conforms to both the ANSI PRI-ISDN standard and Northern Telecom PRI Specifications Number NIS-A211-4. ISDN uses a set of technical protocols jointly developed by the ITU to traverse the DS1 access using Q.931 signaling protocol. Generally supported protocol variants are NTNAPRI, U449PRI, U459PRI, N449PRI, NTNAPRI V1 NIL, NTNAPRI V1 SL1PROFL and N449PRI V1 NIL. For select applications and locations, the acceptable protocol variants may be limited.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(A) General Description (continued)

A principal PRI Service consists of up to twenty-three 64 Kbps digital B-Channels and one 64 Kbps digital D-Channel. Subsequent, subordinate PRI Service may consist of up to twenty-four 64 Kbps digital B-Channels. Only one trunk group may be provisioned per active D-Channel. The DS1 Local Access facility must be established with Bipolar 8 Zero Substitution and Extended Super-Frame Format for Clear Channel capacity.

One D-Channel is utilized to provide out-of-band signaling for the entire PRI trunk group. One D-Channel may provide signaling for up to 479 B-Channels (maximum of 20 DS1s) for voice trunking. A maximum of 23 B-Channels (equivalent to one DS1) may be combined through Bonding for the purposes of broadband applications such as video and other CSD applications. A Backup D-Channel Option is available which provides a second D-Channel associated within a PRI trunk group in the event that the principal D-Channel fails. The Backup D-Channel Option is a D-Channel in standby and cannot be used as a B-Channel.

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5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(A) General Description (continued)

One PRI Port is required for each DS1 access in order to utilize the ISDN features, functions, and Services. This PRI Port is the network interconnection providing the ISDN functionality at the Company-Provided POP. A PRI Port is capable of supporting twenty-four Channels carrying ISDN Services. The initial PRI Port or principal PRI Service must be configured to have one D-Channel. Multiple PRI-Ports may share an active D-Channel which controls the single voice trunk group of B-Channels (up to 479).

PRI ISDN Local Access provides a path between the Customer's Premises/Customer's equipment and the Company-designated POP. The PRI ISDN Local Access facility has a Bandwidth capacity of 1.544 Mbps. PRI ISDN Local Access typically consists of two Channel terminations at the Circuit's ends and mileage computed by the V&H coordinates of the Customer's serving Wire Center and the Company-Provided POP. The PRI ISDN Local Access facility is provided by a Local Access Provider. If requested by the Customer, the Company will act as the Customer's agent for obtaining the required Local Access. Third-party Local Access facilities are offered at a pass-through rate. The Company will act as the Customer's agent for payment of Local Access charges to the Local Access Provider.

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5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(A) General Description (continued)

PRI ISDN will support Company dedicated Toll-Free Service, dedicated outbound (1+) Service, or both, on a single trunk group. The Customer must specify which of the available Services or combination of Services are to be carried on the PRI B-Channels at the time PRI ISDN is ordered. The active D-Channel carries the signaling, control, and user data associated with the corresponding B-Channels.

Only CPE which is compatible with the Company's PRI ISDN network specifications can be connected to the network. PRI ISDN is not available to Customers with Plexar services.

CSD*: Under limited, qualified circumstances, PRI-ISDN will support Company CSD Services as outbound (1+) service. When PRI-ISDN is used to support CSD, the PRI-ISDN Circuit supports only dedicated outbound (1+) voice and data service within a single trunk-group. Company will bill CSD calls in minute increments, unless otherwise stated in the Service description of Customer's calling plan. Each B-Channel equivalent will be itemized and rated accordingly. Company dedicated toll-free service cannot be configured on the same PRI-ISDN Circuit as CSD. CSD is available on an ICB basis only.

(C)

Effective September 30, 2006, this feature will no longer be available to new Customers.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(A) General Description (continued)

CSD Customers must meet the following criteria:

- .a) A minimum of six (6) Dedicated Access lines of SBC Long Distance Services (DVA or PRI), not necessarily solely for CSD Service;
- .b) High volume calling plans with term commitment and MAC;
- .c) ISDN lines installed at each location where CSD will be provided;
and
- .d) Compatible CPE which supports CSD for both voice and data.

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5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(B) Configurations, Options, and Features

.1 Standard PRI ISDN Port

- .a 23B-Channels and 1D-Channel (initial or principal)
- .b 24B-Channels (subordinate only)
- .c 23B-Channels and 1 backup D-Channel (subordinate, if Backup D-Channel Option is requested)

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5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(B) Configurations, Options, and Features

.2 Backup D-Channel Option

The Backup D-Channel Option allows the Customer to have a second D-Channel associated with a PRI ISDN trunk group. The Backup D-Channel Option provides a standby control Channel for ISDN signaling between the Customer location and the network. This provides protection should there be a failure in the active D-Channel. Backup D-Channel is provisioned through the use of a second "23B + 1D" configured PRI ISDN Port and Local Access Circuit.

Performance on the second (or standby) D-Channel is identical to the principal (or active) D-Channel. With the Backup D-Channel Option, only one of the D-Channels is in the active state (processing signaling messages) and the other is in the standby state. If the active D-Channel fails, then the standby D-Channel will be activated. When the standby D-channel becomes activated, any calls that are in progress and being carried over subordinate PRI ISDN Ports within the PRI ISDN trunk group are sustained.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(C) Monthly Recurring Charges

Fixed monthly charges apply. The MRCs vary according to the length of the term plan agreement.

(D) Ancillary/Administrative Charges

.1 PRI ISDN Installation Charges

Installation charges are non-recurring charges and vary based on the length of the term plan agreement. Installations charges are applicable when establishing new PRI-ISDN Circuits.

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5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(D) Ancillary/Administrative Charges (continued)

.2 PRI ISDN Port Redesign Charges

A redesign charge will apply whenever the Customer makes a request that requires the reconfiguration of a PRI ISDN Port. Examples of these types of requests include but are not limited to:

- Re-establishing or rearranging B-Channels or D-Channels
- Adding or removing a backup D-Channel
- Adding, removing or reconfiguring Company-Provided dedicated outbound (1+) Services or dedicated Toll Free Services associated with a PRI ISDN Port

The term plan commitment restarts upon redesign of PRI ISDN Service. A PRI ISDN Port Redesign Charge applies in lieu of the PRI ISDN Installation Charge.

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5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(D) Ancillary/Administrative Charges (continued)

.3 Termination Liability Charges

The Termination Liability Charge described in Section 2.26.2 of this Tariff applies if the Customer cancels PRI ISDN Service prior to the expiration of the term plan agreement.

(E) Service Upgrades

An upgrade of Service is defined as an agreement to a term of equal or longer length, and the term is re-initiated. The MRCs associated with PRI ISDN Ports are eligible for the VIP discount in Section 3.5.4 of this Tariff. Any eligible PRI Port charges are cumulative with any eligible Private Line Services charges associated with the Customer's master account number towards a VIP discount defined in the Data Private Line Services Section, Section 3.5.4 of this Tariff. The Customer need not subscribe to Private Line Service to be eligible for discount. The Customer must meet only the defined spending threshold to qualify for VIP discount.

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5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(F) Service Level Credits

The following table identifies the individual metrics and values for PRI ISDN Service:

Metric	Value
Network Availability	99.9% in any month
Mean Time to Repair	6 hours

To obtain a service level credit, the Customer must report the service problem to the Company's Customer Care Department or other location designated by the Company.

Unless the Customer has canceled Service, the service level credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoral of the interruption of Service. If the Customer has canceled Service, the credit will be applied to the last invoice and only the excess over the amount due will be refunded to the Customer. In no event will the total of the service level credit and the service outage credit exceed the monthly recurring charge for the PRI ISDN Port.

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5.5 Other Specialized Communications Services (continued)

5.5.1 Primary Rate Interface - Integrated Services Digital Network (continued)

(G) VIP Discount

Customers subscribing to any of the Company's intrastate PRI-ISDN Services will automatically receive a volume discount per master account number for all PRI-ISDN Service(s) Ports associated with the Customer's master account number. See Section 3.5.4 of this Tariff for details regarding the discount plan.

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5.6 Out-of-Service Credits

5.6.1 General

- (A) Following the start of service date, if a Customer reports interruption of Service, the Customer may initiate a claim for an out-of-service credit. Tests, MTTR, and Automatic Error Correction may be eligible for out-of-service credits.
- (B) Unless the Customer has cancelled Service, the credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoral of the interruption of Service. If the Customer has cancelled Service, the credit will be applied to the last invoice. Any excess over the amount due will be refunded to the Customer.
- (C) In any given billing month, the total amount of out-of-service credits cannot exceed 100% of the applicable monthly recurring charge(s) per affected Service.

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5.6 Out-of-Service Credits (continued)

5.6.2 Interruption of Service

- (A) An out-of-service credit allowance is available to a Customer for interrupted Service. Service is interrupted (and may be eligible for claim) when it becomes unusable to the Customer because of a failure in Company-Provided facilities, a failure in Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access, or if the protective controls applied by the Company result in the complete loss of Service by the Customer.

An interruption period starts when inoperative Service is reported to the Company and the Service is released to the Company or Company-designated Third Party Vendor for testing and repair. An interruption period ends when Service is operative and released to the Customer, and the Customer has accepted Service. If the Customer cannot be contacted for notification that the Service is operative within four (4) hours after restoration of Service, then no claim applies once Service is restored.

Regardless of the number of Service interruptions within a billing period, credits for interrupted Service will not exceed 100% of the monthly rates of the affected Service that the Customer would have otherwise paid.

- (B) An out-of-service credit will not be given to a Customer if the interruption in Service is due to the negligence of the Customer or exogenous factors (outside the Company's or Third Party Vendor's control).

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5.6 Out-of-Service Credits (continued)

5.6.2 Interruption of Service (continued)

- (C) In order to permit the Company to make tests and adjustments appropriate for the maintenance of services within satisfactory operating parameters, Specialized Communications Services provided herein shall be available to the Company at times mutually agreed upon between the Company and the Customer. Tests and adjustments shall be completed within a reasonable time. No out-of-service credit will be allowed for any interruptions involved during such tests and adjustments.
- (D) The allowance for the period of interruption per affected Service is defined in Section 5.6.3 of this Tariff.
- (E) Outages must be determined by the Company to be in Company-Provided facilities or Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access.

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5.6 Out-of-Service Credits (continued)

5.6.3 Credit Allowances

(A) Specialized Communications Services

For Specialized Communications Services, except for PRI ISDN Service, the credit allowance is equal to 1/1440 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges. For PRI ISDN Service, the credit allowance is equal to 1/60 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges.

(B) Miscellaneous Installation Service Credits

An installation service credit equal to 20% of the installation charge will be granted for each day missed if the Company fails to meet the service order due date without cause or notice of mutual consent with the Customer. Credits are not to exceed the full non-recurring or installation charges. An exception to an installation service credit is service orders with an expedite status, where the requested due date is missed but the normal due date interval is met. Expedites are met on "a best effort" basis. Order expedite charges apply when a Customer requests a circuit due date that is earlier than the standard provisioning interval.

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5.6 Out-of-Service Credits (continued)

5.6.3 Credit Allowances (continued)

(C) Additional Labor Charge Credit

If the date and time for an event which triggers additional labor charges is missed without cause or notice of mutual consent of the Customer, then additional labor charges for the event will not be charged. If these additional labor charges were charged in advance, they will be credited on the Customer's next month's bill.

(D) Special Construction

There are no credits for special construction or other incurred non-recoverable costs.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.7 DVA 6-Pack and DVA 12-Pack

5.7.1 General Description

- (A) DVA 6-Pack and DVA 12-Pack provide a path between the Customer's Integrated Access (IA) hub and the Company-designated POP. The access facility has the bandwidth capacity of 384 Kbps or 768 Kbps, respectively, utilizing in-band signaling, B8ZS and Extended Super Frame Format. The portion of the access before the IA hub is the Customer's responsibility.
- (B) DVA 6-Pack and 12-Pack may be offered in combination with Local Exchange Carrier Integrated Access Services. DVA 6-Pack and 12-Pack Service provides fixed sized (fractional DS1 bandwidth) digital transport for DVA. The Service is channelized digital Service connecting designated Integrated Access hubs to the Company POP. Outbound and toll free services utilizing Dedicated Access can be configured into trunk groups of fixed Bandwidths – 384 Kbps or 768 Kbps. The Service includes appropriate multiplexing onto shared access facilities at designated hub locations. The Circuit is not mileage sensitive from designated hub locations.
- .1 DVA 6-Pack – Dedicated Access of 384 Kbps Bandwidth that provides a path between the Customer's IA hub or equipment and the Company-designated POP. 384 Kbps Bandwidth is equivalent to 6-DS0s. DVA 6-Packs can handle up to six simultaneous calls. The Bandwidth may be dedicated and groomed onto larger shared Bandwidth facilities.

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5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.1 General Description (continued)

(B) (continued)

.2 DVA 12-Pack – Dedicated Access of 768 Kbps Bandwidth that provides a path between the Customer's IA hub or equipment and the Company-designated POP. 768 Kbps Bandwidth is equivalent to 12-DS0s. DVA 12-Packs can handle up to twelve simultaneous calls. The Bandwidth may be dedicated and groomed onto larger shared Bandwidth facilities.

(C) DVA DS1 and DVA DS3 provides a path between the Customer's Premises/Customer's equipment and the Company-designated POP. The access facility has Bandwidth capacity of either 1.544 Mbps or 44.736 Mbps utilizing in-band signaling. Typical configuration (network design) consists of two Channel terminations at the Circuit's ends and mileage computed by V&H coordinates between the Customer's serving Wire Center and the Company-Provided POP. A Local Access Provider provides the access facility. If requested by the Customer, the Company will act as the Customer's agent for obtaining the required access facility, coordinate turn-up of services, and provide billing. Third-party access facilities are offered at a pass-through rate.

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5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.1 General Description (continued)

(C) (continued)

- .1 DVA DS1 – Dedicated Access of 1.544 Mbps Bandwidth that provides a path between the Customer's premises/equipment and the Company-designated POP. 1.544 Mbps is equivalent to 24-DS0s. DVA DS1 can be configured to handle up to twenty-three (23) or twenty-four (24) simultaneous calls.
- .2 DVA DS3 – Dedicated Access of 44.736 Mbps bandwidth that provides a path between the Customer's premises/equipment and the Company-designated POP. 44.736 Mbps is equivalent to 672-DS0. DVA DS3 can be configured to handle up to 672 simultaneous calls.

- (D) Designated IA Hubs - The Company will provide a list of IA hub locations available under these Service offerings. At these designated IA hubs, the Company will provide appropriate Carrier Facility Assignment/ Connecting Facilities Arrangement (CFA) necessary to assign the appropriate channels to provide voice trunking service. The Channel assignments aggregate onto access facilities directly ported to the long-distance Switched Services network.

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5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.1 General Description (continued)

- (E) If the Customer desires a DVA 6-Pack or 12-Pack at a non-qualified hub location, the Circuit charges will be evaluated on an ICB basis.
- (F) Rates, term, and conditions of Local Access Provider may apply in accordance with that Local Access Provider's tariffs, terms, and conditions.
- (G) DVA DS1 Service is available on a monthly basis or a signed term plan agreement of one (1), three (3), or five (5) years. DVA DS3 Service, DVA 12-Pack, and DVA 6-Pack are available under signed term plan agreements of one (1), three (3), or five (5) years.
- (H) The Company reserves the right to not provide DVA 6-Pack or DVA 12-Pack Circuits to specific qualified or non-qualified hub locations.

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5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.2 Configurations, Options, and Features

- (A) One (1) DVA 6-Pack is required for each 384 Kbps access to the Switched Services network. Each 384 Kbps access can support up-to six (6) simultaneous voice calls within a trunk-group.
- (B) One (1) DVA 12-Pack provides 768 Kbps access to the Switched Services network. Each 768 Kbps access can support up-to twelve (12) simultaneous voice calls. One (1) DVA 12-Pack may be configured into either one or two (equal) trunk groups.
- (C) DVA 6-Pack and 12-Pack Circuits aggregate onto shared facilities between designated hubs-to-POP. These Circuits are inclusive of Channel terminations, cross-connects, multiplexing, and associated mileage necessary to create the Circuit.
- (D) One (1) DVA DS1 can be configured to handle up to twenty-three (23) or twenty-four (24) simultaneous calls. One (1) DVA DS3 can be configured to handle up to 672 simultaneous calls. Both outbound and toll free services utilizing Dedicated Access may be configured onto a single or several trunk groups, but no more than four (4) trunk-groups are allowed per DS1 Bandwidth.

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5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.2 Configurations, Options, and Features (continued)

- (E) The Customer must specify which of the available services or combination of services are to be carried. Only CPE which is compatible with the Company's network specifications can be connected to the network.

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5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.3 Monthly Recurring Charges

- (A) A Local Access Provider provides DVA DS1 and DVA DS3 access facility. Third party access facilities are offered at a pass-through rate, based upon configuration, Bandwidth, and term.
- (B) DVA 6-Pack and DVA 12-Packs access facility from designated hub locations to Company POPs have fixed monthly charges. The monthly recurring charges (MRC) vary according to Bandwidth and length of the term plan agreement. The portion of the access before the IA hub is the Customer's responsibility. The Company will coordinate turn-up of services and bill for the its portion of the access and associated HVCP. The Circuit is not mileage sensitive from designated hub locations. The Circuit includes appropriate multiplexing at designated hub locations.

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5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.4 Ancillary/Administrative Charges

(A) DVA Installation Charges

- .1 Installation charges are non-recurring charges and vary based on Bandwidth and the length of the term commitment.
- .2 Installation charges of third-party access facilities are offered at pass-through rates. Third Party charges vary based on configuration, Bandwidth, and term commitment.

(B) DVA Redesign Charges

- .1 A redesign charge will apply whenever the Customer makes a request that requires the reconfiguration of DVA. Examples of these types of requests include but are not limited to:
 - .a Re-establishing or rearranging trunk-groups.
 - .b Adding, removing or reconfiguring Company-Provided dedicated outbound (1+) services or dedicated toll free services associated with DVA.

- (C) The term plan commitment restarts upon redesign of DVA 6-Pack or 12-Pack Service. DVA Redesign Charge applies in lieu of the Installation Charge. Rates vary based on the length of the term commitment.

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5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.5 Termination Liability Charges

The Termination Liability Charge described in Section 2.26.2 of this Tariff applies if the Customer cancels DVA 6-Pack or DVA 12-Pack Service prior to the expiration of the term plan agreement.

5.7.6 Service Upgrades

An upgrade of Service is defined as an agreement to extend existing service to a term of equal or longer length, and the term is re-initiated.

The MRCs associated with DVA 6-Pack and DVA 12-Pack are eligible for the VIP discount in Section 3.5.4 of this Tariff. Any eligible DVA 6-Pack or 12-Pack charge is cumulative with any eligible Private Line Services and/or PRI-Port charges associated with Customer's master account number. Customer need not subscribe to Private Line and/or PRI-Port Service to be eligible for discount. Customer must meet only the defined spending threshold to qualify for VIP discount.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.7 Service Level Credits

The following table identifies the individual metrics and values for DVA 6-Pack and DVA 12-Pack Service:

Metric	Value
Network Availability	99.9% in any month
Time to Repair	6 hours

To obtain a service level credit, the Customer must report the service problem to the Company's Customer Care Department or other location designated by the Company. Unless the Customer has canceled Service, the service level credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoration of the interruption of Service. If the Customer has canceled Service, the credit will be applied to the last invoice and only the excess over the amount due will be refunded to the Customer. In no event will the total of the service level credit and the service outage credit exceed the monthly recurring charge for the DVA.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.7 DVA 6-Pack and DVA 12-Pack (continued)

5.7.8 Specialized Communications Services

For Specialized Communications Services, except for PRI ISDN and/or DVA 6 Pack/DVA 12-Pack Service, the credit allowance is equal to 1/1440 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges.

For PRI ISDN and/or DVA 6 Pack/DVA 12-Pack, the credit allowance is equal to 1/60 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges.

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